

*Contract # 1870* F

**AGREEMENT**

**Between**

**BOARD OF EDUCATION OF EAST RUTHERFORD,  
IN THE COUNTY OF BERGEN**

**And**

**INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL 68-68A-68B, AFL-CIO**

**1992-93**

**1993-94**

**1994-95**

THIS AGREEMENT, made this      day of                   , 1993, by and between the BOARD OF EDUCATION OF EAST RUTHERFORD, IN THE COUNTY OF BERGEN, hereinafter referred to as the "Board", and the INTERNATIONAL UNION OF OPERATION ENGINEERS, LOCAL 68-68A-68B, hereinafter referred to as the "Union".

WHEREAS, the Board and the Union have carried on negotiations in order to implement the provisions of Chapter 123 of the Laws of 1974 (New Jersey Employer-Employee Relations Act), and to encourage and increase the effective and harmonious working relationships between the parties hereto; and

WHEREAS, as a result of said collective negotiations, the parties have reached certain agreements with respect to a collective negotiations agreement;

NOW, THEREFORE, in consideration of covenants hereinafter contained, it is mutually understood and agreed as follows:

1. The Board recognizes the Union as the majority representative in accordance with Chapter 123, Laws of 1974, for the employees of the Board in the following appropriate units.

A. All employees in the classification of Custodian, Part-time Custodian and Maintenance, excluding all executive, clerical and professional personnel.

2. Any of the rights, power or authority the Board had when there was no collective bargaining representative are retained by the Board and may be exercised without prior notice to or consultation with the Union except those specifically abridged or modified by this Agreement.

3. SEPARABILITY:

It is the intent of the parties hereto to abide by all applicable statutes covering the subject matter of this Agreement. Should any provisions of the Agreement be declared illegal, contrary to any statute, all other provisions of the Agreement shall remain in full force and effect, and substitutions for the invalidated provision or provisions shall be immediately negotiated.

4. The employees within the Bargaining Unit agree to perform their duties under the direction of their respective supervisors and in accordance with this Agreement, the rules, regulations policies and by-laws of the Board, the State Board of Education and the statutes pertinent thereto.

5. As of the beginning of the 1992-93 school year, the Board, after agreement with the Union regarding appropriate insurance carriers, shall provide the health-care insurance protection. The Board shall pay the full premium for each custodian and, in cases where appropriate, for family plan coverage.

For each custodian who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1st and ending August 31st; when necessary, premiums on behalf of the custodian shall be made to assure uninterrupted participation and coverage.

The Board shall pay full premium for each custodian, and, in cases where appropriate, for family plan coverage for dental benefits provided by Delta Plan of New Jersey, Inc. (Program II Delta Dental Plan, 80/20 UCR, for 1992-93, 1993-94, 1994-95).

The Board shall pay the full premium for an optical plan, entitled the Vision Services Plan B, for each employee and his/her family. Premium shall not exceed \$151.20 per staff member per year.

The Board shall provide to each custodian a description of the Health Care Insurance Coverage provided under this article which shall include a clear description of conditions and limits of coverage listed above not later than the beginning of the school year said coverage begins.

If the Board changes carriers, the benefits of the new carrier shall be equal to the existing plan.

6. SENIORITY RIGHTS:

Seniority rights for tenure employees shall be as set forth in N.J.S.A. 18A:17-4.

7. SALARIES, HOURS OF WORK AND OVERTIME:

A. A normal work week shall consist of forty (40) hours and five (5) days or nights per week. All work in excess of forty (40) hours in any one week shall be considered overtime, payable at time and one-half (1-1/2) of the employee's normal rate of pay. Excused absence shall be considered as time worked for the purpose of computing overtime. Any employee who is required to report to work on a Saturday, Sunday or holiday (as defined in the attached holiday calendar), or is called back to work for any emergency or reason, shall be granted a minimum of three (3) hours pay for each of said call-ins of an emergency nature and one (1) hours for non-emergency, at the discretion of the Superintendent.

B. The work week will be computed from 12:01 A.M. Sunday to 12:00 P.M. Saturday.

C. It is expected that an employee will work reasonable overtime when requested to do so. Salaries of all employees covered by this Agreement shall be set forth in Appendix "A", which is annexed hereto and made a part hereof.

D. Employees utilized in a temporary assignment at a higher classification shall be compensated at the higher hourly rate of pay.

E. In the event of the absence of a custodian, the Board shall first offer overtime in four (4) hour duration to other custodians before hiring a substitute. This provision shall not apply (after first week) when Board may hire a substitute at its discretion.

8. VACATIONS, HOLIDAYS, AND EMPLOYEE ABSENCES:

A. All full-time employees covered by this Agreement shall be granted earned vacation in accordance with the following schedule:

<u>Upon completion of:</u>	<u># of days</u>
1 year	10
10 years	15
15 years	20

There shall be no carry-over of vacation days. Any vacation days not used during the applicable school year shall be forfeited. Vacation choice shall be submitted by May 1st with a maximum of two (2) custodians off at any one time.

No vacation days may be taken when school is in session.

B. Fourteen (14) holidays shall be granted each year, the dates to be set forth in a holiday calendar established by the Board of Education and attached hereto for reference purposes only. Employees shall be granted twelve (12) sick days per year (cumulative) and two (2) personal days per year (non-cumulative).

C. Five (5) holidays would be granted to part-time employees to be set forth in a holiday calendar established by the Board of Education.

D. David Stroka, currently receiving ten (10) vacation days, shall be grandfathered in for that benefit.

9. CHECK-OFF OF UNION DUES:

A. The Board agrees to deduct monthly Union dues from the wages of employees covered by this Agreement who are members of the Union and who individually and voluntarily sign an authorization card for such deductions. The parties agree that the check-off authorization card shall be as prescribed by N.J.S.A. 52:14-15.9e.

B. In making deductions the Board shall rely upon the most recent communication from the Union as to the rate of the monthly dues. The Union agrees to indemnify and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken in respect to deduction of dues and initiation fees made pursuant to the provisions of this Article.

C. Any employee who is not a member of the Union shall pay a representation fee in lieu of dues for services rendered by the Union. Such representation fee shall be paid and administered pursuant to the requirements of New Jersey law, and in no event, shall such representation fee exceed the legal maximum allowance percentage of the regular membership dues, fees and assessments. Membership in the Union is available to all employees on an equal basis. The payroll deductions for such representation fees shall be made pursuant to the procedure applicable in the District to salary deductions.

D. The Union agrees to indemnify and save the Board harmless from any damages or expenses, including attorneys' fees, which may be incurred by the Board as a result of claims made by an employee relating to the Paragraph and any payroll deductions made hereunder, provided that:

(a) The Board gives the Union timely notice in writing of any claim, demand, suit, or other form of liability in regard to which it will seek to implement this Paragraph; and

(b) If the Union so requests in writing the Board will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the Union in defense of the claim.

10. The Union acknowledges the right of the Board to alter and amend its rules concerning the operation of the schools, based upon educational needs. The Board agrees, however, that it will not alter the basic financial terms of this contract.

11. GRIEVANCE PROCEDURE:

The following grievance procedure is hereby established:

- A. If any employee has a problem or complaint, he or she will discuss it informally with his or her immediate supervisor prior to filing a formal grievance pursuant to the Article.
- B. For the purpose of this Agreement, the term "Grievance" shall mean any dispute between the Board and the Union, or between the Board and any employee within the bargaining unit, concerning the meaning and application of the provisions of this Agreement.
- C. Grievances to be considered hereunder must be submitted no later than five (5) working days after the alleged grievance has arisen and if not so submitted shall be waived. Grievance will be handled according to the following procedure:

STEP 1

The grievance shall be submitted by the aggrieved employee to the Board Secretary/Business Administrator in writing on a form to be provided by the Union. This form will provide copies of the grievance for the aggrieved and for the Union. If this matter is not satisfactorily settled in this stage within five (5) working days after presentation of the grievance, it shall, within two (2) more working days be referred to the Superintendent of Schools.

STEP 2

The aggrieved employee and a Union official may meet with the Board Secretary/Business Administrator or his/her designee for the purpose of discussing the grievance. The Board Secretary/Business Administrator or his/her designee shall give his/her reply within ten (10) working days following the meeting.

### **STEP 3**

If the grievance is not resolved or a decision rendered to the employee's satisfaction within ten (10) days from the determination referred to in Step 1 above, the employee shall submit his/her grievance to the Chief School Administrator in writing, specifying:

- a. The nature of the grievance;
- b. The results of the previous discussion;
- c. The basis of his/her dissatisfaction with the determination;
- d. If the grievance is not submitted to the Chief School Administrator within ten (10) days, the matter will automatically be considered resolved.

### **STEP 4**

A copy of the writing called for in Step 3 above shall be furnished to the school principal and to the immediate superior of the aggrieved employee.

### **STEP 5**

Within ten (10) days from the receipt of the written grievance (unless a different period is mutually agreed upon), the Chief School Administrator shall hold a hearing at which all parties in interest shall have the right to be heard.

### **STEP 6**

Within ten (10) days of said hearing (unless a different period is mutually agreed upon), the Chief School Administrator shall, in writing, advise the employee and his/her representative, if there be one, of his/her determination and shall forward a copy of said determination to the school principal and to the immediate superior of the aggrieved employee.

### **STEP 7**

In the event of the failure of the Chief School Administrator to act in accordance with the provision of Paragraphs 5 and 6, or in the event a determination by him/her in accordance with the provisions thereof is deemed unsatisfactory by either party, within ten (10) days of the failure of the Chief School Administrator to act or within ten (10) days of the determination by him/her, the aggrieved employee may appeal to the Board of Education.

#### STEP 8

Where an appeal is taken to the Board, there shall be submitted by the appellant the writing set forth in Paragraphs 3 and 6, and further statement in writing, setting forth the appellant's dissatisfaction with the Chief School Administrator's action. A copy of said statement shall be furnished to the Chief School Administrator and to the adverse party.

#### STEP 9

If the appellant, in his/her appeal to the Board, does not request a hearing, the Board may consider the appeal on the written record submitted to it, or the Board may, on its own, conduct a hearing, or it may request the submission of additional written material.

Where additional written materials are requested by the Board, copies thereof shall be served upon the adverse parties who shall have the right to reply thereto. Where the appellant requests, in writing, a hearing before the Board, a hearing shall be held on a date and at a time agreed upon by both parties. Said hearing must be held within ten (10) days following receipt of appellant's written request.

#### STEP 10

The Board shall make a determination within thirty (30) days from the date of said hearing or meeting regarding the grievance and shall, in writing, notify the employee, his/her representative, if there be one, the principal, and the Chief School Administrator of its determination. This time period may be extended by mutual agreement of the parties.

#### STEP 11

In the event an employee is dissatisfied with the determination of the Board, he/she shall have the right to request advisory arbitration pursuant to the rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 123, Laws of 1974.

A request for advisory arbitration shall be made no later than fifteen (15) days following the determination of the Board. Failure to file within said time period shall constitute a bar to such arbitration unless the aggrieved employee and the Board shall mutually agree upon a longer period within which to assert such a demand.

In the event of arbitration, the costs of the arbitrator's services shall be shared by the parties and each of the parties shall bear his/her own costs.

#### STEP 12

In the event a grievance should be filed by any employee who is not subject to the jurisdiction of any principal or who may be answerable to more than one principal, he/she shall discuss his/her grievance initially with the Chief School Administrator, and if dissatisfied with the determination, may appeal to the Board in accordance with the provisions herein set forth.

#### STEP 13

In any case where a grievance is based upon the direct order, ruling or determination of the Chief School Administrator, the aggrieved employee may appeal to the Board within ten (10) days of the issuance of said order, ruling or directive, or within ten (10) days of the time when same has been brought to the employee's attention, by filing with the Secretary of the Board a writing setting forth:

- a. The order, ruling or determination complained of;
- b. The basis of the complaint;
- c. A request for a hearing if a hearing is desired.

A copy of the writings setting forth the above shall be served upon the Chief School Administrator who shall have the right to reply in writing thereto. A copy of such reply shall be served upon the aggrieved employee.

#### STEP 14

Upon the receipt of a grievance filed under the provisions of Step 13, the procedure shall be as set forth in Steps 9 and 10.

**STEP 15**

All employees shall be entitled to resort to the full procedure hereinabove set forth.

**STEP 16**

When an aggrieved party is not represented by the Association, the Association President or Vice-President shall have the right to be present and to state its views at all stages of the grievance procedure.

**12. ENGINEER'S LICENSE:**

All custodians must hold a New Jersey Engineer's License (Black Seal). The cost to obtain same shall be paid by the Board.

**13. UNIFORMS AND FOUL WEATHER GEAR:**

Uniforms, safety shoes and foul weather gear shall be provided by the Board up to a cost of \$225.00. Employees are required to wear such shoes and uniforms. The employees shall have discretion as to how to expend the \$225.00 based on their particular needs each year. Uniform style and color may be amended by unanimous request and approval by the Board.

**14. DURATION OF AGREEMENT:**

This Agreement shall cover the period commencing July 1, 1992, and expiring at 12:00 midnight on June 30, 1995.

15. TEMPORARY LEAVE OF ABSENCE:

A. Up to five days at any one time in the event of death of a custodian's spouse, child, parent, grandparent, brother or sister; up to three (3) days at any one time in the event of death of a custodian's father-in-law, mother-in-law, son-in-law, daughter-in-law, step-parents, and grandchildren.

B. Custodians shall be granted one (1) day in the event of death of a custodian's relative outside the custodian's immediate family as defined above.

In the event of the death of a custodian in the East Rutherford School District, the principal or immediate superior of said custodian shall grant to an appropriate number of custodians sufficient time off to attend the funeral.

C. Other leaves of absence with pay may be granted by the Board for good reason. Leaves taken pursuant to Section C above shall be in addition to any sick leave to which the custodian is entitled.

16. EXTENDED LEAVES OF ABSENCE:

A. Leaves of absence with or without pay may be granted by the Board for good reason and must be applied for in writing.

B. All benefits to which a custodian was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, shall be restored to him/her upon his/her return, and he/she shall be assigned to the same position which he/she held at the time said leave commenced, if available, or, if not, to a substantially equivalent position.

C. All extensions or renewals of leaves shall be applied for in writing prior to March 15th, and if approved, granted in writing within thirty (30) days thereafter.

D. When absence due to prolonged illness or injury exceeds the annual sick leave and the accumulated sick leave in any school year, the Board of Education shall pay any such person each day's salary less the compensation of a substitute for such time as may be determined at the Board of Education's discretion in each individual case during that school year. Verification of such illness or injury by the employee's doctor shall be submitted by the employee. A day's salary is defined as 1/260 of the annual salary.

E. A leave of absence without pay for up to six (6) months shall be granted for the purpose of caring for a sick member of the employee's immediate family. Immediate family shall be defined as the employee's spouse, child, son-in-law, parent, father-in-law, mother-in-law, daughter-in-law, brother or sister. Up to six (6) months shall be granted as a single block of time and shall not be used in part. Each employee shall be eligible to request said leave no more than once in any five (5) year period and sick leave shall be defined as prolonged and catastrophic in nature. No more than two (2) custodians shall be given this leave at any one time.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper corporate officers and have affixed their corporate seals hereto the day and year first above written.

EAST RUTHERFORD  
BOARD OF EDUCATION

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 68-68A-68B

Charles Lampmann

CHARLES LAMPMANN  
President

Vincent J. Giblin

VINCENT J. GIBLIN  
Business Manager

Harriet P. Wagner

HARRIET P. WAGNER  
Secretary

Thomas P. Giblin

THOMAS P. GIBLIN  
President

Robert Masterson

ROBERT MASTERSON  
Recording Secretary

Thomas Kenney

THOMAS KENNEY  
Business Representative

SALARY GUIDE

<u>STEP</u>	<u>1992-93</u>	<u>1993-94</u>	<u>1994-95</u>
1	21,000	22,050	23,152
2	22,638	23,770	24,958
3	24,276	25,490	26,764
4	25,914	27,210	28,570
5	27,552	28,929	30,376
6	29,188	30,647	32,180

Maintenance Man

<u>STEP</u>	<u>1992-93</u>	<u>1993-94</u>	<u>1994-95</u>
1	30,460	31,990	33,590
2	31,745	33,330	35,000
3	33,023	34,674	36,407

Part-Time

<u>1992-93</u>	<u>1993-94</u>	<u>1994-95</u>
8.92	9.37	9.83

The guide shall not apply to Richard Caruso, whose salary shall be redlined at \$6,464 until such time as his salary is equal to the highest paid custodian on the aforesaid guide.

Any new employee who begins six (6) months or more prior to July 1st, shall be considered having been employed one (1) year for the purposes of this guide.

ADDENDUM "A"

A list of each custodian's placement on the guide for 1992-93 is as follows:

<u>STEP</u>	<u>EMPLOYEE NAME</u>	<u>1992-93 SALARY</u>
1	Richard Transe	\$21,000
2	None	
3	Robert Gordon	\$24,276
	Charles Presti	\$24,276
4	Alexander Addeo	\$25,914
5	None	
6	Gary Transe	\$29,188

Maintenance Man

<u>STEP</u>	<u>EMPLOYEE NAME</u>	<u>1992-93 SALARY</u>
1	None	
2	None	
3	William Stallone	\$33,023

Part-Time

<u>EMPLOYEE NAME</u>	<u>1992-93 SALARY</u>
David Sroka	\$ 8.92